

EXHIBIT 1

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6 | *[Additional Counsel Listed on Signature Page]*

7 *Attorneys for Plaintiff
Entropic Communications, LLC*

12 ENTROPIC COMMUNICATIONS,
13 LLC,
14 Plaintiff,
15 v.
16 COMCAST CORPORATION, *et al.*
17 Defendants.

Case No.: 2:23-cv-01048-JWH-KES

**PLAINTIFF ENTROPIC
COMMUNICATIONS, LLC'S
FIRST SET OF REQUESTS FOR
PRODUCTION (1-29)**

1 Pursuant to Federal Rules of Civil Procedure 34, the applicable Local Civil
2 Rules of the United States District Court for the Central District of California, the
3 applicable Standing Orders, Plaintiff Entropic Communications, LLC (“Entropic”
4 or “Plaintiff”), by and through its counsel, serve Defendants Comcast Corporation,
5 Comcast Cable Communications, LLC, and Comcast Cable Communications
6 Management, LLC (collectively, “Comcast” or “Defendants”) the following Set of
7 Requests for Production of Documents. Within 30 days, Defendants must produce
8 all Documents and things that are responsive to these Requests and that are in the
9 possession, custody, or control of Defendants or their agents, representatives, or
10 attorneys at the office of K&L Gates LLP, 70 W. Madison Street, Ste. 3100,
11 Chicago, IL 60602. Defendants are subject to a duty to timely supplement all
12 responses to these Requests in accordance with Rule 26(e) of the Federal Rules of
13 Civil Procedure.

14 **DEFINITIONS**

15 1. The terms “**Defendants**,” “**Comcast**,” “**Comcast Defendants**,” “**You**” and
16 “**Your**” mean Defendants Comcast Corporation, Comcast Cable Communications,
17 LLC, and Comcast Cable Communications Management, LLC, and their present
18 and former directors, officers, employees, predecessors in interest, successors in
19 interest, servants, agents, attorneys, consultants, partners, associates, investigators,
20 representatives, accountants, financial advisors, distributors, and any other person
21 acting on their behalves, pursuant to their authority, or subject to their control.

22 2. The term “**Plaintiff**” means Plaintiff Entropic Communications, LLC and its
23 present and former directors, officers, employees, predecessors in interest,
24 successors in interest, servants, agents, attorneys, consultants, partners, associates,
25 investigators, representatives, accountants, financial advisors, distributors, and any
26 other person acting on their behalves, pursuant to their authority, or subject to their
27 control.

28 3. The terms “**Person**” or “**Persons**” include, without limitation, both natural
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1 persons and entities (including corporations, proprietorships, partnerships,
2 associations, joint ventures, governmental agencies, and other entities, and any
3 combination thereof, and all predecessors in interest, successors, affiliates,
4 subsidiaries, and related entities).

5 4. The term “**Document(s)**” has its broadest possible meaning under Rule 34(a)
6 of the Federal Rules of Civil Procedure and includes “writing(s)” and “recording(s)”
7 under Rule 1001 of the Federal Rules of Evidence and includes, but is not limited
8 to, all of the following matter in Your actual or constructive possession, custody, or
9 control: all written, typed, printed, recorded, textual, graphic or photographic matter,
10 software, source code, and object code, however produced or reproduced, any notes
11 or drafts, and all copies on which Any mark, alteration, writing, or any other change
12 from the original has been made.

13 5. The term “**Communication(s)**” means any transmission of information
14 between persons by any means or medium, whether in original, draft, or copy form,
15 whether stored in hard copy, on tape, or electronically, and whether oral or in
16 writing, including: conversations; correspondence; electronic mails; telexes;
17 facsimile transmissions; telecopies; recordings; telephone or message logs; notes or
18 memoranda; and any translations.

19 6. A document, thing, or communication “**Relating to,” “Related to,**”
20 “**Concerning,**” “**Reflecting,**” or “**Regarding**” a subject shall mean all documents,
21 things, or communications that directly or indirectly constitute, contain, embody,
22 concern, evidence, show, comprise, reflect, identify, state, refer to, deal with,
23 comment on, respond to, describe, involve, mention, discuss, record, support,
24 negate, or are in any way pertinent to that subject.

25 7. The term “**Any**” shall include the word “**all,**” and vice versa.

26 8. The term “**Each**” shall include the word “**every,**” and vice versa.

27 9. The terms “**And,**” “**Or,**” and “**And/Or**” shall be construed conjunctively and
28 disjunctively, whichever makes the discovery request more inclusive so as to bring
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1 within the scope of the request all Documents that might otherwise be construed to
2 be outside of its scope.

3 10. Singular forms or nouns or pronouns encompass their plural forms and vice
4 versa, and any verbs encompass all tenses; and where a word is used in the masculine
5 gender, it also includes the feminine.

6 11. The term “**Third Party**” shall mean any third party, including but not
7 limited to Comcast’s third party suppliers, independent contractors, and retailers,
8 such as MaxLinear Communications LLC, MaxLinear Communications, Inc.,
9 Broadcom, Inc., Commscope, Inc., Pace International, and Samsung Electronics
10 America, Inc.

11 12. The term “**Accused MoCA Instrumentalities**” or “**Accused MoCA**
12 **Product**” means Comcast Arris DCX3400, Comcast Arris DCX3501, Comcast
13 XG1-A, Comcast XG1v3, Comcast XG1v4, Comcast XG2v2, Comcast Arris
14 MR150CNM, Comcast Arris DCX3200, Comcast Pace PR150BNM, Comcast
15 Samsung SR150BNM and/or substantially similar products accused of infringing
16 the Asserted Patents as described in Entropic’s Complaint and accompanying claim
17 charts and any supplements or amendments thereto.

18 13. The term “**Accused MoCA Method(s)**” refers to any method accused of
19 infringing the Asserted Patents as described in Entropic’s Complaint and
20 accompanying claim charts and any supplements or amendments thereto.

21 14. The term “**Accused MoCA Network(s)**” refers to network(s) deployed at the
22 premises of Comcast customers in which are deployed devices (including the
23 Accused MoCA Products) compliant with MoCA Standard version 1.0, 1.1, and/or
24 2.0, and/or networks practicing any Accused MoCA Method, as described in
25 Entropic’s Complaint and accompanying claim charts and any supplements or
26 amendments thereto.

27 15. The term “**Accused MoCA Services**” refers to the services provided through
28 the Accused MoCA Product(s) and/or Accused MoCA Networks.

1 16. The term “**USPTO**” refers to the United States Patent and Trademark Office.

2 17. The term “**Asserted Patent(s)**” means U.S. Patent No. 7,295,518 (the ““518
3 Patent”), U.S. Patent No. 7,594,249 (the ““249 Patent”), U.S. Patent No. 7,889,759
4 (the ““759 Patent”), U.S. Patent No. 8,085,802 (the ““802 Patent”), U.S. Patent No.
5 8,621,539 (the ““539 Patent”), U.S. Patent No. 8,631,450 (the ““450 Patent”), U.S.
6 Patent No. 10,257,566 (the ““7,566 Patent”), U.S. Patent No. 8,228,910 (the ““910
7 Patent”), U.S. Patent No. 9,838,213 (the ““213 Patent”), U.S. Patent No. 8,320,566
8 (the ““0,566 Patent”), U.S. Patent No. 8,363,681 (the ““681 Patent”), and/or U.S.
9 Patent No. 10,432,422 (the ““422 Patent”). The term “**Patent(s)-in-Suit**” shall have
10 the same meaning as “**Asserted Patent(s)**.”

11 18. The terms “**Related Patent**,” “**Related Patents**,” “**Related Application**,”
12 “**Related Patent Application**,” “**Related Applications**,” or “**Related Patent
13 Applications**” mean (1) any U.S. or foreign patent or patent application related to
14 the Asserted Patents or their applications by way of subject matter or claimed
15 priority date, (2) all parent, divisional, continuation, continuation-in-part, reissue,
16 reexamination, extension, and foreign counterpart patents and applications of the
17 Asserted Patents, and/or (3) any patent or patent application filed by or assigned to
18 one or more of the same applicant(s) (or his or her assignees) that refer to any of (1)
19 or (2) herein.

20 19. The terms “**Patent Application**” or “**Patent Applications**” mean the
21 application or applications, including material purportedly incorporated by
22 reference therein, and any amendments, additions, or deletions, from which the
23 Asserted Patents issued.

24 20. The terms “**Priority Application**” or “**Priority Applications**” mean the
25 provisional or non-provisional patent application or applications and any prior
26 application(s), including material purportedly incorporated by reference therein, and
27 any amendments, additions, or deletions to which the Asserted Patents claims
28 priority under 35 U.S.C. § 120 or otherwise.

1 21. The term “**Reference**” means any Document or thing in any way discussing,
2 describing, or showing any technology that is any way related to the subject matter
3 disclosed or described in a patent or patent application.

4 22. The term “**Prior Art**” refers to any reference, publication, patent, physical
5 specimen, use, invention by another, sale, offer for sale, or other activities that You
6 believe are relevant to the validity of the Asserted Patents.

7 23. The term “**Case**” shall mean the present action, *Entropic Communications,*
8 *LLC, v. Comcast Corporation, et al.*, Case No. 2:23-cv-01048-JWH-KES, in the
9 Central District of California.

10 24. The term “**Relevant Time Period**” shall mean the period of time beginning
11 on March 9, 2016 through the present.

12 25. The term “**MoCA**” or “**MoCA Alliance**” refers to the Multimedia over Coax
13 Alliance, an international standards consortium.

14 26. The terms “**MoCA Standard**,” or “**MoCA Standards**” shall mean the
15 specifications for networking over coaxial cable published by the international
16 standards consortium, including, but not limited to MoCA version 1.0, MoCA
17 version 1.1, and MoCA version 2.0.

18 27. The term “**MoCA Network**” shall mean a network that is compliant with
19 and/or designed in accordance with any of the MoCA Standards.

20 28. The term “**MaxLinear**” means MaxLinear Inc. and MaxLinear
21 Communications LLC, and their present and former directors, officers, employees,
22 predecessors in interest, successors in interest, servants, agents, attorneys,
23 consultants, partners, associates, investigators, representatives, accountants,
24 financial advisors, distributors, and any other person acting on their behalves,
25 pursuant to their authority, or subject to their control.

26 29. The term “**VSA**” refers to the Vendor Services Agreement entered into by
27 MaxLinear, Inc. and Comcast Cable Communications Management, LLC with an
28 effective date of August 1, 2020.

INSTRUCTIONS

1. The information sought in these Requests is intended to include any and all witnesses and information known to You, Your agents or attorneys.

2. As required by Fed. R. Civ. P. 34(a), produce all responsive Documents that are within Your possession, custody, or control, including Documents in the custody of Your counsel, accountants, and other agents or in the custody of any organization (such as a limited liability company, trust, or partnership) over which You exercise control, whether directly or indirectly.

3. As required by Fed. R. Civ. P. 34(b), produce all Documents in their original files as they are kept in the usual course of business. Alternatively, if any Document produced has been removed from its original location, indicate on each Document produced, or in an index or other convenient manner, the location where such Document was found. You are requested to number and to produce the original Documents for inspection as they exist in Your files. Alternatively, You may produce copies provided the original will be made available for inspection.

4. When producing Documents, You are requested to specify the particular Request(s) to which a given Document is responsive.

5. If there is an objection to any Request in whole or in part because of privilege, then with respect to each such Request:

- a. State with particularity the reason(s) for Your objection(s) and/or the nature of any privilege(s) asserted;
- b. Identify the date of the privileged information or Document, the nature of the information or Document, each person who communicated the information or prepared the Document, each person who has seen, or to whom the information has at any time been communicated, or to whom the Document (or a copy thereof) has at any time been provided, and each person from whom the information has been communicated to or the Document has been obtained by You; and

1 c. If Your objection is in part, answer or respond to the Request to the
2 extent it does not implicate the privilege you assert.

3 7. If any requested information or Document is no longer in Your
4 possession, custody, or control, state the disposition that was made of it, the reason
5 for such disposition, and identify all persons who you believe to have possession,
6 custody, or control of the Document or any copies. If You do not know, or cannot
7 recall, whether particular responsive Documents exist, or if such Documents are
8 missing, state the efforts made to ascertain their existence and location.

9 8. To the extent there are no Documents in Your possession, custody, or
10 control which are responsive to a request herein, you shall state the fact in
11 Your written response to such request(s).

12 9. Plaintiff reserves the right to request leave to serve additional requests
13 for production beyond the limits imposed by the Court (if any) because, among
14 other things, this set includes requests directed to issues raised in a pending motions
15 to dismiss for lack of subject matter jurisdiction that should not be counted against
16 the total number of permissible requests for production.

17 **REQUESTS FOR PRODUCTION (1-29)**

18 **REQUEST FOR PRODUCTION NO. 1:**

19 All Documents and Communications that Relate to all monies You paid to
20 MaxLinear pursuant to the VSA.

21 **REQUEST FOR PRODUCTION NO. 2:**

22 All Communications between YOU and MaxLinear relating to the VSA,
23 including but not limited to Communications reflecting the negotiations,
24 performance, and termination of the VSA.

25 **REQUEST FOR PRODUCTION NO. 3:**

26 All Documents and Communications Relating to the VSA, including but not
27 limited to all Statements of Work issued pursuant to the VSA, Documents showing
28 Your and MaxLinear's performance under the VSA and related Statements of Work.

1 **REQUEST FOR PRODUCTION NO. 4:**

2 All Documents and Communications Reflecting Your prior written consent to
3 permitting MaxLinear to assign or delegate Any of the obligations in the VSA to
4 Plaintiff, including but not limited to Any obligations recited in Section 7.3 of the
5 VSA.

6 **REQUEST FOR PRODUCTION NO. 5:**

7 All Documents and Communications Relating to Your use of Any of
8 MaxLinear's intellectual property from August 1, 2020 to the present, including but
9 not limited to Your use of MaxLinear's patents, copyrights, trademarks, and trade
10 secrets to which you contend you have a license under the VSA and Any sublicenses
11 you have granted to Any Person to such intellectual property.

12 **REQUEST FOR PRODUCTION NO. 6:**

13 All Documents and Communications Relating to Your valuation of Any
14 intellectual property owned by MaxLinear during the Relevant Time Period,
15 including but not limited to MaxLinear's patents, copyrights, trademarks, and trade
16 secrets to which you contend you have a license under the VSA.

17 **REQUEST FOR PRODUCTION NO. 7:**

18 All Documents and Communications Relating to all intellectual property
19 owned by MaxLinear during the Relevant Time Period, including but not limited to
20 the Asserted Patents and any other patents owned by MaxLinear.

21 **REQUEST FOR PRODUCTION NO. 8:**

22 All Documents and Communications Relating to Your investment in Entropic
23 Communications, Inc.

24 **REQUEST FOR PRODUCTION NO. 9:**

25 All Documents and Communications Relating to Your knowledge of
26 MaxLinear's involvement and/or participation in the Multimedia over Coax Alliance.
27
28

1 **REQUEST FOR PRODUCTION NO. 10:**

2 Documents sufficient to identify all of Your employees who formerly worked
3 at MaxLinear and/or Entropic Communications, Inc.

4 **REQUEST FOR PRODUCTION NO. 11:**

5 Documents sufficient to identify all equipment, devices, and/or networks,
6 including the Accused MoCA Products, Accused MoCA Networks, and Accused
7 MoCA Methods, which are provided by You to customers and that comply with,
8 implement, practice, and/or are certified as compliant with Any of the MoCA
9 standards.

10 **REQUEST FOR PRODUCTION NO. 12:**

11 All Documents, Communications, and things provided to You by Any Third
12 Party, including from suppliers of hardware and/or software component(s) that You
13 use in the Accused MoCA Products and/or Accused Networks, and/or to practice the
14 Accused MoCA Methods and devices that operate in a similar manner.

15 **REQUEST FOR PRODUCTION NO. 13:**

16 Documents sufficient to identify the MoCA MAC/PHY System on Chip
17 (“SoC”) used in Each of the Accused MoCA Products and/or Accused MoCA
18 Networks, and/or to practice the Accused MoCA Methods.

19 **REQUEST FOR PRODUCTION NO. 14:**

20 Documents sufficient to show the technical operation of the Accused MoCA
21 Products, the Accused MoCA Networks, and the Accused MoCA Methods,
22 including but not limited to technical specifications, circuit schematics, functional
23 diagrams, identification of hardware components, software, source code, and/or
24 hardware level software.

25 **REQUEST FOR PRODUCTION NO. 15:**

26 All Documents, Communications, and things that Relate to Your membership
27 in the Multimedia over Coax Alliance, including but not limited to Relating to Your
28 interactions with, affiliation with, communications with, and/or participation in the
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1 Multimedia over Coax Alliance.

2 **REQUEST FOR PRODUCTION NO. 16:**

3 Source code in Your possession, custody, or control Relating to the technical
4 operation of the Accused MoCA Products, the Accused MoCA Networks, and the
5 Accused MoCA Methods.

6 **REQUEST FOR PRODUCTION NO. 17:**

7 All Documents, Communications, and things that Relate to Any study,
8 evaluation, analysis, or testing of whether the Accused MoCA Products, the
9 Accused MoCA Networks, and/or the Accused MoCA Methods comply with,
10 implement, practice, and/or are certified as compliant with Any of the MoCA
11 standards.

12 **REQUEST FOR PRODUCTION NO. 18:**

13 All Documents, Communications, and things that Relate to Any study,
14 evaluation, analysis, or testing of whether the Accused MoCA Products, the
15 Accused MoCA Networks, and/or the Accused MoCA Methods are or are not
16 covered by Any claim of Any of the Asserted Patents or Related Patents.

17 **REQUEST FOR PRODUCTION NO. 19:**

18 Documents sufficient to show the manner in which You test, evaluate, or
19 otherwise perform quality control and/or quality assurance on the Accused MoCA
20 Products, the Accused MoCA Networks, and/or the Accused MoCA Methods
21 Relating to their use and/or operation in accordance with, Any MoCA standard,
22 including but not limited to technical specifications, circuit schematics, functional
23 diagrams, identification of hardware components, software, and/or hardware level
24 software.

25 **REQUEST FOR PRODUCTION NO. 20:**

26 Documents sufficient to show the usage or operation of Any Reference
27 software platform provided by Any Third Party, utilized in the firmware and/or
28 software for the Accused MoCA Products, the Accused MoCA Networks, and/or
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1 the Accused MoCA Methods, and/or devices that operate in a similar manner,
2 including but not limited to technical specifications, circuit schematics, functional
3 diagrams, SoC floor plan schematics, software, and/or hardware level software.

4 **REQUEST FOR PRODUCTION NO. 21:**

5 All Documents and Communications Relating to Any agreements of Any
6 kind, whether in draft or final form, that relate to the subject matter of the Asserted
7 Patents, including all license agreements, covenants, releases, settlements, proposed
8 license agreements (whether or not ultimately executed), comparable license
9 agreements, reports on their comparability to the technology in suit, and related to
10 Accused MoCA Products, the Accused MoCA Networks, and/or the Accused
11 MoCA Methods, or that you contend are relevant to the determination of damages
12 in this action.

13 **REQUEST FOR PRODUCTION NO. 22:**

14 Documents sufficient to show the date You began offering to customers,
15 leasing, using, and/or making Each Accused MoCA Product, Accused MoCA
16 Network, and/or Accused MoCA Method.

17 **REQUEST FOR PRODUCTION NO. 23:**

18 For Each Accused MoCA Product, Accused MoCA Network, and/or Accused
19 MoCA Method, provide Documents sufficient to show Your number of units sold
20 or leased, uses, number of subscribers, revenue, gross and net profits, cost of goods,
21 pricing, and subscription or pricing plans on a by month and by year basis during
22 the Relevant Time Period.

23 **REQUEST FOR PRODUCTION NO. 24:**

24 Documents sufficient to identify Any non-infringing alternatives to the
25 Accused MoCA Products, Accused MoCA Networks, and/or Accused MoCA
26 Methods, including the availability of such non-infringing alternatives.

27 **REQUEST FOR PRODUCTION NO. 25:**

28 Documents sufficient to identify and quantify the costs You would incur in
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1 implementing and/or installing Any non-infringing alternatives.

2 **REQUEST FOR PRODUCTION NO. 26:**

3 All Documents Related to the marketing and/or advertising of the Accused
4 MoCA Products, Accused MoCA Networks, and/or Accused MoCA Methods,
5 including but not limited to market research studies, sales forecasts/projections and
6 customer advertising campaigns purporting to market the Accused
7 Instrumentalities, Accused Networks, and/or Accused Methods, and other products
8 or services offered by You.

9 **REQUEST FOR PRODUCTION NO. 27:**

10 All Documents that Relate to Entropic Communications, Inc., including
11 Documents Related to the technology and/or patents owned, developed, or used by
12 Entropic Communications, Inc.

13 **REQUEST FOR PRODUCTION NO. 28:**

14 All Documents, Communications, and things that Relate to Any of the
15 Asserted Patents, including but not limited to Documents that Relate to Any inventor
16 of Any of the Asserted Patents.

17 **REQUEST FOR PRODUCTION NO. 29:**

18 All Documents, Communications, and things that Relate to Any efforts to
19 license, requests to license, or other agreements relating to the Asserted Patents,
20 Related Patents, Related Applications, and/or Any portfolio containing Any of the
21 Asserted Patents, Related Patents, and/or Related Applications, or the inventions of
22 the Asserted Patents, Related Patents, and/or Related Applications, whether or not
23 consummated.

24 Dated: July 26, 2023

25 */s/ Christina N. Goodrich*
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Connor J. Meggs (SBN 336159)
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24 *Attorneys for Plaintiff*
25 *Entropic Communications, LLC*
26
27
28

CERTIFICATE OF SERVICE

Case No. 2:23-cv-01048-JWH-KES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: K&L GATES LLP, 10100 Santa Monica Boulevard Eighth Floor, Los Angeles, CA 90067.

On July 26, 2023, I served the document(s) described as:

- **PLAINTIFF ENTROPIC COMMUNICATIONS, LLC'S FIRST SET OF REQUESTS FOR PRODUCTION (1-29)**

on the interested parties in this action by delivering a true copy thereof enclosed in sealed envelope(s) addressed as follows:

<p>Winston and Strawn LLP Krishnan Padmanabhan kdpadmanabhan@winston.com 200 Park Ave. New York, NY 10166 Telephone: (212) 294-3564</p>	<p><i>Attorneys for Defendants</i> Comcast Corporation, Comcast Cable Communications, LLC, and Comcast Cable Communications Management, LLC</p>
<p>Brian E. Ferguson bferguson@winston.com 1901 L St. NW Washington, DC 20036 Telephone: (202) 282-5000 Fax: (202) 282-5100</p>	
<p>Diana Hughes Leiden dhleiden@winston.com 333 South Grand Ave., 38th Floor Los Angeles, CA 90071 Telephone: (213) 615-1700 Fax: (213) 615-1750</p>	
<p>Saranya Raghavan sraghavan@winston.com 35 West Wacker Dr.</p>	

1 Chicago, IL 60601
2 Telephone: (312) 558-5600
3 Fax: (312) 558-5700

4 **BY ELECTRONIC SERVICE:** by transmitting a true copy of the
5 foregoing document(s) to the e-mail addresses set forth as stated on the
6 attached mailing list.

7 I declare under penalty of perjury under the laws of the United States of
8 America that the foregoing is true and correct.

9
10 Executed on July 26, 2023, at Los Angeles, California.

11 */s/ Cassidy T. Young*
12 Cassidy T. Young
